

ORIGINAL

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10 MAY 10 PM 12:33

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

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8 Attorneys for Defendant  
 9 GC SERVICES, LP

10 UNITED STATES DISTRICT COURT  
 11 SOUTHERN DISTRICT OF CALIFORNIA

12 SAN DIEGO 10 CV 0997 IEG CAB

13 BROOKE GARDNER, individually, and  
 14 on behalf of a class of others similarly  
 15 situated,

16 Plaintiffs,

17 v.

18 GC SERVICES, LP

19 Defendant.

Case No. \_\_\_\_\_

NOTICE OF REMOVAL

[CLASS ACTION FAIRNESS  
ACTION OF 2005]

(San Diego Superior Court Case No.  
37-2010-00088402-CU-OE-CTL)

Complaint Filed: March 24, 2010

20 TO THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN  
 21 DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND TO HER  
 22 ATTORNEYS OF RECORD:

23 PLEASE TAKE NOTICE that Defendant GC Services, LP ("Defendant")  
 24 removes the above-referenced action from the Superior Court of the State of  
 25 California for the County of San Diego, to the United States District Court for the  
 26 Southern District of California, pursuant to 28 U.S.C. sections 1441 and 1446,  
 27 asserting original federal jurisdiction under 28 U.S.C. section 1332(d)(2), to effect  
 28

CASE NO. \_\_\_\_\_ NOTICE OF REMOVAL

CF

1 the removal of the above-captioned action, which was commenced in the Superior  
2 Court of the State of California in and for the County of San Diego and state that  
3 removal is proper for the following reasons.

4 **BACKGROUND**

5 1. This removal involves an action that was filed in the Superior Court of  
6 the State of California for the County of San Diego, entitled *Gardner v. GC*  
7 *Services, LP*, Case No. 37-2010-00088402-CU-OE-CTL.

8 2. The Complaint purports to assert five claims for relief arising out of  
9 Defendant's alleged failure to observe, as to Plaintiff and a purported class of  
10 similarly situated individuals, certain requirements of California state law, namely:  
11 (1) payment of straight-time wages for off-the-clock work; (2) payment of  
12 overtime wages pursuant to California Labor Code section 510; and (3) payment of  
13 all compensation due and owing at termination, triggering waiting time penalties  
14 pursuant to California Labor Code section 203. Plaintiff also claims that  
15 Defendant violated California Business and Professions Code sections 17200, et  
16 seq. and asserts a cause of action for quantum meruit.

17 **TIMELINESS OF REMOVAL**

18 3. Defense counsel received a copy of the Summons and Complaint on  
19 April 15, 2010, a copy of which is attached as Exhibit A. Defendant was then  
20 served with the Summons and Complaint on April 19, 2010 when defense counsel  
21 executed the Notice and Acknowledgement of Receipt on its behalf. A copy of the  
22 Notice and Acknowledgement of Receipt is attached as Exhibit C.

23 4. This Notice of Removal is timely as it is filed within thirty (30) days  
24 of the first receipt by Defendant of a copy of a pleading, motion, order or other  
25 papers from which it may first be ascertained that this action is removable. *See* 28  
26 U.S.C. § 1446(b).

1                   **ORIGINAL JURISDICTION - CLASS ACTION FAIRNESS ACT**

2           5.       The Court has original jurisdiction of this action under the Class  
3 Action Fairness Act of 2005 ("CAFA"), codified in relevant part in 28 U.S.C.  
4 section 1332(d)(2). As set forth below, this action is removable, pursuant to the  
5 provisions of 28 U.S.C. section 1441(a), as it is a purported class action on behalf  
6 of over 100 individuals, the amount in controversy exceeds five million dollars,  
7 exclusive of interest and costs, and is a class action in which at least one class  
8 member is a citizen of a State different from that of Defendant.

9           6.       **Plaintiff's Citizenship.** Plaintiff is a citizen of the State of  
10 California. (Complaint ¶ 4.)

11           7.       **Defendant's Citizenship.** Defendant is now, and ever since this  
12 action commenced has been, a limited partnership organized in the State of  
13 Delaware with its principal place of business in Houston, Texas. (Complaint ¶ 3  
14 ("GC Services is a Texas limited partnership with its principal place of business in  
15 Texas.").)

16           8.       The citizenship of a limited partnership is based on the citizenship of  
17 all of the members. *See Carden v. Arkoma Associates*, 494 U.S. 185, 195 (1990).  
18 Defendant is owned by three separate entities: (1) GC Financial Corp., a Delaware  
19 corporation with its principal place of business in Houston, Texas, owns a 5%  
20 interest; (2) DLS Enterprises, Inc., a Delaware Corporation with its principal place  
21 of business in Houston, Texas, owns a 1% interest; and (3) DLS Enterprises  
22 Holdings, LLC, a Delaware limited liability company 100% owned by DLS  
23 Enterprises, Inc., owns a 94% interest. Thus, together, GC Financial Corp. and  
24 DLS Enterprises, Inc., in connection with its wholly-owned subsidiary DLS  
25 Enterprises Holdings, LLC, own 100% of the partnership interest in GC Services,  
26 LP.

1           9.     **Amount in Controversy.** The alleged amount in controversy in this  
 2 class action exceeds, in the aggregate, five million dollars. The Complaint alleges  
 3 that the putative class consists of current and former Defendant employees who  
 4 worked in the State of California at telephone-dedicated call centers. (Complaint ¶  
 5 17.) Plaintiff alleges a class size consisting of hundreds of persons. (Complaint ¶  
 6 20.) Moreover, the Complaint seeks payment of wages, penalties, and attorney's  
 7 fees. (Complaint, Prayer ¶¶ 2-3, 5.) Thus, the amount in controversy implicated  
 8 by the class-wide allegations easily exceeds five million dollars as demonstrated  
 9 below.

10           a.     **California Labor Code § 510.** The Complaint alleges that  
 11 Defendant denied class members overtime pay. Defendant avers that each class  
 12 member, as an hourly employee, earned on average \$14.50 per hour and \$21.75 per  
 13 overtime hour. Plaintiff seeks recovery for a period extending four years before  
 14 the filing of the Complaint. Defendant currently employs 303 fulltime employees  
 15 who meet the proposed class definition. If 303 fulltime employees, earning an  
 16 average of \$14.50 per hour, worked 30 minutes of overtime per day over four  
 17 years, the unpaid overtime owed on the overtime claim would exceed **\$3.0 million**  
 18  $(0.5 \text{ hours} * 1.5 * \$14.50 \text{ (hourly rate)} * 235 \text{ days per year} * 4 \text{ years} * 303 \text{ fulltime}$   
 19  $\text{employees})$ .

20           b.     **California Labor Code § 203.** The Complaint alleges a willful  
 21 failure to timely pay termination wages, for which the penalty is 30 days of wages.  
 22 The potential liability for waiting-time penalties under Plaintiff's theory is  
 23 approximately **\$4.8 million**  $(\$14.50 \text{ (hourly rate)} * 8 \text{ hours per day} * 30 \text{ days} *$   
 24  $1,385 \text{ separated employees during the last four years})$ .

25           c.     **Attorney's Fees.** The Complaint alleges that class members  
 26 are entitled to recover attorney's fees. (Complaint, Prayer ¶ 5.) Attorney's fees  
 27 requests must be taken into account in ascertaining the amount in controversy,  
 28

1 regardless of whether the award is mandatory or discretionary. *See Galt G/S v. JSS*  
2 *Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998).

3 10. Because diversity of citizenship exists, the Plaintiff being a citizen of  
4 the State of California and Defendant being a citizen of the State of Texas, and  
5 because this is a purported class action with over 100 class members and the  
6 amount in controversy exceeds five million dollars, this Court has original  
7 jurisdiction pursuant to 28 U.S.C. section 1332(d)(2). This action is therefore a  
8 proper one for removal to this Court.

9 **VENUE**

10 11. Venue lies in the United States District Court for the Southern District  
11 of California pursuant to 28 U.S.C. sections 84(c)(3) and 1391. This action  
12 originally was brought in the Superior Court of the State of California, County of  
13 San Diego, which is located within the Southern District of the State of California,  
14 and Plaintiff resides in the County of San Diego.

15 **NOTICE OF NOTICE OF REMOVAL**


16 12. This Notice of Removal will be promptly served on Plaintiff and filed  
17 with the Clerk of the Superior Court of the State of California for the County of  
18 San Diego.

19 13. In compliance with 28 U.S.C. section 1446(a), true and correct copies  
20 of all process, pleadings, and orders served in this action are attached hereto. They  
21 are: the Summons and Complaint (Exhibit A); the Notice of Case Assignment  
22 (Exhibit B); and the Notice and Acknowledgement of Receipt (Exhibit C).

1 WHEREFORE, Defendant GC Services, LP prays that the above action  
2 pending before the Superior Court of the State of California for the County of San  
3 Diego be removed to the United States District Court for the Southern District of  
4 California.

5  
6 DATED: May 10, 2010

SEYFARTH SHAW LLP

7 By   
8 Mariana Aguilar  
9 Attorneys for Defendant  
GC SERVICES, LP



**EXHIBIT A**



**ORIGINAL**

SUM-100

**SUMMONS  
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

GC Services, LP

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Brooke Gardner, individually and on behalf of a class of others similarly situated

FOR COURT USE ONLY  
(PARA USO DE LA CORTE)  
F (CU)  
CIVIL BUSINESS OFFICE 13  
CENTRAL DIVISION

2010 MAR 24 P 3:29

SAN DIEGO COUNTY COURT  
SAN DIEGO COUNTY, CA**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pide al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Diego Superior Court  
330 West Broadway  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):  
37-2010-00088402-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jason Lindner, Stueve Siegel Hanson LLP, 550 W. C St., Ste. 610, San Diego, CA 92101 619-400-5822

DATE:  
(Fecha) MAR 24 2010

Clerk, by  
(Secretario) *M. Book* Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

Form Adopted for Mandatory Use  
Judicial Council of California  
SUM-100 (Rev. July 1, 2009)

**SUMMONS**

Page 1 of 1  
Code of Civil Procedure §§ 412.20, 465  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

American LegalNet, Inc.  
[www.FormsWorldwide.com](http://www.FormsWorldwide.com)

EXHIBIT **A** PAGE **1**

**ORIGINAL**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jason Lindner (211451) Steve Siegel Hanson LLP 550 West C Street, Suite 610 San Diego, CA 92101 TELEPHONE NO.: 619-400-5822 FAX NO.: 619-400-5832 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY FILED CIVIL BUSINESS OFFICE 13 CENTRAL DIVISION 2010 MAR 24 P 3:29 SUPERIOR COURT SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: same CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central		
CASE NAME:		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 37-2010-00088402-CU-OE-CTL JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |  |   |
|---|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PVPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PVPD/WD (23)<br><b>Non-PVPD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (18)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PVPD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Five
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 24, 2010  
 Jason Lindner

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

**CIVIL CASE COVER SHEET**

Page 1 of 2  
 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov

American LegalNet, Inc.  
 www.FormeWorkflow.com

EXHIBIT A PAGE 2

**ORIGINAL**

1 Jason Lindner (CA Bar No. 211451)  
2 STUEVE SIEGEL HANSON LLP  
3 550 West C Street, Suite 610  
4 San Diego, California 92101  
5 Email: lindner@stuevesiegel.com  
6 Tel: 619-400-5822  
7 Fax: 619-400-5832

FILED  
CIVIL BUSINESS OFFICE 13  
CLERK OF SUPERIOR COURT

2010 MAR 24 P 3:29

SUPERIOR COURT  
SAN DIEGO COUNTY, CA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10 **BROOKE GARDNER**, individually, and on behalf  
11 of a class of others similarly situated,

12 Plaintiffs,

13 v.

14 **GC SERVICES, LP,**

15 Defendant.

Case No. 37-2010-00088402-CU-OE-CTL

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

16 Plaintiff Brooke Gardner, individually and on behalf of all other similarly situated employees  
17 of GC Services in the State of California, for their Complaint against GC Services, LP ("GC  
18 Services"), allege as follows:

19 1. GC Services provides telephone-based customer service and collections services to  
20 various retail companies throughout the United States, and as applicable here, in two or more call  
21 centers in the State of California. GC Services' policy and practice is to deny earned wages and  
22 overtime pay to its telephone-dedicated call center employees ("CCEs"). GC Services' deliberate  
23 failure to pay employees their earned wages and overtime compensation violates California state law.

24 2. Plaintiff is a former CCE who worked for GC Services in its San Diego call center  
25 facility. This lawsuit is brought as a class action under California state law to recover unpaid wages  
26 owed to Plaintiff and all other current and former similarly situated employees.  
27  
28

1 **PARTIES, JURISDICTION AND VENUE**

2 3. GC Services is a Texas limited partnership with its principal place of business in  
3 Texas. GC Services does business in the State of California. GC Services' headquarters is located at  
4 6330 Gulfon Street, Houston, Texas 77081.

5 4. Plaintiff Brooke Gardner was a CCE and worked for GC Services in its San Diego call  
6 center facility. She is a resident of Alpine, California.

7 5. This is a civil action brought under the California Labor Code and the California  
8 Business & Professions Code. This Court has jurisdiction over this action pursuant to California  
9 Code of Civil Procedure § 410.10 because GC Services transacted business and committed the acts  
10 complained of in this Complaint in California.

11 6. Venue in this Judicial District is proper under Code of Civil Procedure § 395 because  
12 Plaintiff Gardner is a resident of this County, GC Services carries on regular business in this County,  
13 and a substantial part of GC Services' conduct complained of herein occurred in or emanated from  
14 this County.

15 **GENERAL ALLEGATIONS**

16 7. All CCEs share a common job description. CCEs primarily seek to collect delinquent  
17 accounts for GC Services' customers over the phone from account holders.

18 8. GC Services pays CCEs by the hour and classifies them as "non-exempt" employees  
19 who are entitled to overtime compensation when they work overtime as defined by applicable state  
20 law.

21 9. GC Services engages in several practices that cause or require the Plaintiff and Class  
22 Members to work off the clock.

23 10. For example, Plaintiff and Class Members are required to arrive at their work stations  
24 before their scheduled start times to perform a number of critical tasks. Those tasks include turning  
25 on and booting up their computers, starting up various programs, and logging onto various systems.  
26 Such tasks must be completed by CCEs before their scheduled start times so that they are ready to  
27 handle customer service calls at their scheduled start times.

12. Plaintiff and Class Members must either refresh their computer systems during their unpaid lunches or repeat tasks such as booting up their computers, starting up various programs, and logging into various programs during those unpaid lunch breaks.

13. Plaintiff and Class Members must also perform work off the clock after the end of their shift due to GC Services' demands and time constraints such as finishing calls, shutting down their terminals, cleaning off their desks, reviewing memorandum, skip tracing, and other such work tasks.

14. Further, GC Services' managers have the ability to and did alter time entries by logging CCEs of the time clock while they were still working, requiring CCEs to log out of the time clock but continue to work, and/or removing overtime recorded by CCEs.

15. GC Services does not compensate CCEs for the time spent (1) pre-shift booting up their computers and various programs, finishing projects or paperwork from the previous day, reviewing company communications, and preparing their workstation for the day; (2) over lunch following up on paperwork, telephone calls, and reviewing company communications; and (3) post-shift finishing calls, shutting down their programs and computers, and finishing projects or paperwork.

16. The cumulative effect of GC Services' unlawful policies and practices in GC Services' California call centers and instituted and approved by company managers is that GC Services willfully fails to pay CCEs earned compensation, including overtime, and willfully fails to keep accurate time records in order to save payroll costs. GC Services enjoys ill-gained profits at the expense of its hourly employees.

17. This action is brought and may properly be maintained as a class action under California Code of Civil Procedure § 382. Plaintiff brings this action, on behalf of herself and others similarly situated, as a representative member of the following proposed class (the "Class"):

1 all current and former telephone-dedicated call center employees of GC Services  
2 who have worked in the State of California during the applicable limitations  
3 period.

4 18. The claims, if certified for class wide treatment, may be pursued by all similarly-  
5 situated persons who do not opt-out of the class.

6 19. Plaintiff's claims satisfy all the requirements of a class action under California Code  
7 of Civil Procedure § 382.

8 20. The class satisfies the numerosity standards. The class consists of hundreds of  
9 persons. As a result, joinder of all class members in a single action is impracticable. Class Members  
10 may be informed of the pendency of this class action through direct mail.

11 21. There are questions of fact and law common to the class that predominate over any  
12 questions affecting only individual members. The questions of law and fact common to the class  
13 arising from GC Services' actions include, without limitation, the following:

- 14 (i) Whether GC Services was unjustly enriched by failing to pay its  
15 employees the straight-time and overtime wages due and owing to them;  
16 (ii) Whether GC Services failed to pay all compensation due and owing at  
17 termination of employment;  
18 (iii) Whether GC Services failed to properly calculate and pay overtime in  
19 accordance with state law; and  
20 (iv) Whether GC Services' conduct constituted a violation of the California  
21 Business and Professions Code §§ 17200, *et seq.*

22 22. The questions set forth above predominate over any questions affecting only  
23 individual persons, and a class action is superior with respect to considerations of consistency,  
24 economy, efficiency, fairness, and equity to other available methods for the fair and efficient  
25 adjudication of the claims.



1       23. The Class Representative's claims are typical of those of the class, in that class  
2 members have been employed in the same or similar positions as the Class Representative and were  
3 subject to the same or similar unlawful practices as the Class Representative.

4       24. A class action is the appropriate method for the fair and efficient adjudication of this  
5 controversy. GC Services has acted or refused to act on grounds generally applicable to the class.  
6 The presentation of separate actions by individual class members could create a risk of inconsistent  
7 and varying adjudications, establish incompatible standards of conduct for GC Services, and/or  
8 substantially impair or impede the ability of class members to protect their interests.

9       25. The named Plaintiff is an adequate representative of the class because she is a member  
10 of the class and her interests do not conflict with the interests of the members of the class she seeks to  
11 represent. The interests of the members of the class will be fairly and adequately protected by the  
12 named Plaintiff and her undersigned counsel, who have extensive experience prosecuting complex  
13 wage and hour, employment and class action litigation.

14       26. Maintenance of this action as a class action is a fair and efficient method for  
15 adjudication of this controversy. It would be impracticable and undesirable for each member of the  
16 class who suffered harm to bring a separate action. In addition, the maintenance of separate actions  
17 would place a substantial and unnecessary burden on the courts and could result in inconsistent  
18 adjudications, while a single class action can determine, with judicial economy, the rights of all class  
19 members.

20                                   **COUNT I**

21                   **Failure to Pay Straight-Time Wages in Violation of California State Law**

22       27. Plaintiff reasserts and re-alleges all allegations set forth above.

23       28. GC Services maintained a practice of paying employees without regard to the number  
24 of hours actually worked. GC Services' practice included requiring employees to work off the clock  
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1 without pay on a systematic and daily basis. In doing so, GC Services inaccurately under-reported  
2 the amount of time worked by Plaintiff and Class Members.

3 29. Because of GC Services' failures as alleged herein, Plaintiff and Class Members did  
4 not receive compensation for all hours actually worked for GC Services. In addition, GC Services  
5 failed to pay CCEs at the agreed hourly rate.

6 30. GC Services' failure to pay the correct amount of straight-time hourly wages permits a  
7 civil suit to recover wages due to Plaintiff and Class Members under California Labor Code § 218, as  
8 well as recovery of interest, reasonable attorneys' fees, and costs of suit under California Labor Code  
9 §§ 218.5 and 218.6.

## 10 COUNT II

### 11 Failure to Pay Overtime Wages in Violation of California State Law

12 31. Plaintiff reasserts and re-alleges all allegations set forth above.

13 32. Throughout the liability period, IWC Wage Order No. 4 (8 C.C.R. § 11040) and  
14 California Labor Code § 510 required the payment of overtime premiums for hours worked in excess  
15 of eight in a given workday, forty in a given workweek, or on the seventh day worked in a single  
16 workweek. This premium increases to double-time for all hours worked over twelve in a single  
17 workday or eight on the seventh day worked in a single workweek.

18 33. Plaintiff and Class Members often worked in excess of the maximum number of hours  
19 allowed by law without payment of the applicable overtime premiums.

20 34. GC Services failed to pay Plaintiff and Class Members the overtime required by  
21 California law, and failed to properly calculate recorded overtime in accordance with California law.

22 35. GC Services' failure to calculate and pay the correct amount of overtime violates IWC  
23 Wage Order No. 4 (8 C.C.R. § 11040) and California Labor Code §§ 510 and 1198.

24 36. Because GC Services failed to pay overtime as required by law, Plaintiff and Class  
25 Members are entitled under California Labor Code §§ 218.5, 218.6 and 1194(a) to recover the unpaid  
26 overtime balance, interest thereon, reasonable attorneys' fees, and costs of suit.  
27



**COUNT III****Failure to Pay All Compensation Due and Owing at Termination in****Violation of California State Law**

37. Plaintiff reasserts and re-alleges all allegations set forth above.

38. California Labor Code § 201 requires an employer who discharges an employee to pay compensation due and owing to said employee upon discharge.

39. California Labor Code § 202 requires an employer to promptly pay compensation due and owing to a quitting employee within seventy-two hours of that employee's notice of resignation.

40. California Labor Code § 203 provides that, if an employer willfully fails to pay compensation upon discharge or resignation, the wages of the employee shall continue for a period of up to thirty days.

41. GC Services has willfully failed to pay all compensation and wages due and owing to CCEs who terminated their employment with GC Services within seventy-two hours of the CCE's notice of resignation. As a result, GC Services is liable to former CCEs for wages in an amount to be determined at trial. Plaintiff and Class Members are also entitled to payment of their reasonable attorney's fees and costs of suit incurred in recovering the additional pay pursuant to California Labor Code § 218.5, and interest pursuant to California Labor Code § 218.6.

**COUNT IV****Violation of the California Business and Professions Code §§ 17200, et seq.**

42. Plaintiff reasserts and re-alleges all allegations set forth above.

43. Beginning at a date unknown to Plaintiff, but at least since four years prior to the filing date of this action, and as set forth above, GC Services committed acts of unfair competition, as defined by California Business and Professions Code § 17200, by failing to adequately and properly compensate its employees for work performed on behalf of GC Services. These acts and practices violate the UCL in that:

- a) the above-described failure to pay wages owed to Plaintiff and the Class constituted a fraudulent and deceptive business act or practice within the

1 meaning of the UCL;

2 b) GC Services' violations of California statutes related to the payment of  
3 straight-time wages, payment of overtime wages, and the payment of  
4 wages due and owing at the time of termination of employment, as  
5 enumerated above in Counts I-III, constitute unlawful business practices in  
6 violation of California Business and Professions Code §§ 17200, et seq.  
7 ("UCL"); and

8 c) the harm of the above-described failure to pay wages owed to Plaintiff and  
9 to the Class outweighs the utility of the practices by GC Services and,  
10 consequently, constitutes an unfair business act or practice within the  
11 meaning of the UCL.

12 44. On information and belief, GC Services continues its fraudulent, unlawful and unfair  
13 conduct as previously described. As a result of said conduct, GC Services has fraudulently,  
14 unlawfully and unfairly obtained monies due to Plaintiff and the Plaintiff Class and are unfairly  
15 competing in the marketplace.

16 45. Plaintiff and all individuals within the Plaintiff Class are entitled to restitution of  
17 monies due, as well as disgorgement of the ill-gotten gains obtained by GC Services, for a period of  
18 four years predating the filing of this Complaint.

19 46. As a direct and proximate result of GC Services' conduct, Plaintiff and Class  
20 Members are entitled to a preliminary and permanent injunction enjoining GC Services from  
21 continuing the fraudulent, unlawful and unfair practices described above, and to such other equitable  
22 relief as is appropriate under California Business and Professions Code § 17203, including restitution  
23 as well as specific relief to enforce the provisions of the California Labor Code pursuant to Business  
24 and Professions Code § 17202.

25 47. Plaintiff and Class Members are entitled to attorneys' fees and costs for promoting the  
26 interests of the general public in causing GC Services to cease its unlawful and unfair business  
27  
28

1 practices, in an amount according to proof, pursuant to California Code of Civil Procedure § 1021.5  
2 and any other applicable law.

3 **COUNT V**

4 **Quantum Meruit**

5 48. Plaintiff reasserts and re-alleges all allegations set forth above.

6 49. From the time period between when CCEs reported to the call center until the CCEs  
7 left after their shifts, they performed valuable services for GC Services.

8 50. In failing to adequately pay Plaintiff and other CCEs for their time at work pursuant to  
9 applicable law, GC Services was unjustly enriched by Plaintiff's uncompensated and/or under-  
10 compensated time.

11 51. The reasonable value of Plaintiff and other CCEs' uncompensated and/or under-  
12 compensated time is readily established by GC Services' stated rates of pay in conjunction with  
13 applicable law for payment of minimum wage and overtime.

14 52. As a result of GC Services' failure to adequately pay Plaintiff and other CCEs, GC  
15 Services is liable to its current and former CCEs for the reasonable value of their unpaid services in  
16 an amount to be determined at trial.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on her own behalf and on behalf of all others similarly situated, pray  
19 for relief as follows:

20 1. An order certifying that Counts I-V of the action may be maintained as a class action  
21 pursuant to California Code of Civil Procedure § 382.

22 2. Compensatory and statutory damages, penalties and restitution, as appropriate and  
23 available under each cause of action, in an amount to be proven at trial based on, *inter alia*, the  
24 unpaid balance of compensation owed by GC Services;

25 3. Exemplary and punitive damages, as appropriate and available under each cause of  
26 action, pursuant to California Civil Code § 3294;  
27

1           4.     An order enjoining GC Services from pursuing the unlawful policies, acts and  
2 practices complained of herein;

3           5.     Attorneys' fees pursuant to *inter alia*, California Labor Code § 1194(a);

4           6.     Costs of this suit;

5           7.     Pre- and post-judgment interest; and

6           8.     Such other and further relief as the Court deems just and proper.

7                               **DEMAND FOR JURY TRIAL**

8     Plaintiff hereby requests a trial by jury of all issues triable by jury.

9                               **DESIGNATION OF PLACE OF TRIAL**

10    Plaintiff designates San Diego, California as the place for trial.

11    Dated: March 24, 2010

12                               Respectfully submitted,

13                               By: 

14                               Jason Lindner (CA Bar No. 211451)  
15                               STUEVE SIEGEL HANSON, LLP  
16                               550 West C Street, Suite 610  
17                               San Diego, California 92101  
18                               Email: lindner@stuevesiegel.com  
19                               Telephone: 619-400-5822  
20                               Facsimile: 619-400-5832

21                               Richard M. Paul III (*pro hac forthcoming*)  
22                               Ashlea G. Schwarz (*pro hac forthcoming*)  
23                               STUEVE SIEGEL HANSON LLP  
24                               460 Nichols Road, Suite 200  
25                               Kansas City, Missouri 64112  
26                               Telephone: 816-714-7100  
27                               Facsimile: 816-714-7101

28                               J. Farrest Taylor (*pro hac forthcoming*)  
                              Angela Mason (*pro hac forthcoming*)  
                              COCHRAN, CHERRY, GIVENS, SMITH,  
                              LANE AND TAYLOR  
                              163 West Main Street  
                              Dothan, Alabama 36301  
                              Telephone: 334-793-1555  
                              Facsimile: 334-793-8280

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Mark Potashnick (*pro hac forthcoming*)  
**WEINHAUS POTASHNICK**  
11500 Olive Boulevard., Suite 133  
St. Louis, Missouri 63141  
Telephone: 314-997-9150  
Facsimile: 314-997-9170

G. Patrick Jacobs (*pro hac forthcoming*)  
**JACOBS LAW OFFICE**  
7020 MacCorkle Avenue, SE  
Charleston, West Virginia 25304  
Telephone: 304-926-6676  
Facsimile: 304-936-8336

*Attorneys For Plaintiffs*



**EXHIBIT B**

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7070	
PLAINTIFF(S) / PETITIONER(S): Brooke Gardner	
DEFENDANT(S) / RESPONDENT(S): GC Services, LP	
GARDNER VS. GC SERVICES, LP	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2010-00088402-CU-OE-CTL

Judge: Jay M. Bloom

Department: C-70

COMPLAINT/PETITION FILED: 03/24/2010

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING





**EXHIBIT C**

SEYFARTH  
ATTORNEYS SHAW LLP

Writer's direct phone

(312) 460-5530

Writer's e-mail

ajrooney@seyfarth.com

131 South Dearborn Street

Suite 2400

Chicago, Illinois 60603

(312) 460-6000

fax (312) 460-7000

www.seyfarth.com

April 19, 2010

Richard M. Paul III  
Stueve Siegel Hanson LLP  
460 Nichols Road, Suite 200  
Kansas City, MO 64112

Re: Gardner v. GC Services, LP, Case No. 37-2010-88402

Dear Rick:

Enclosed is a signed Notice and Acknowledgment of Receipt of Summons and Other Documents for the above-captioned case.

Very truly yours,

SEYFARTH SHAW LLP



Arthur J. Rooney

Enclosure

cc: Noah A. Finkel

12257530v.1

THIS LETTERHEAD IS PRINTED ON RECYCLED STOCK

EXHIBIT C PAGE 1

ATLANTA BOSTON CHICAGO HOUSTON LOS ANGELES NEW YORK SACRAMENTO SAN FRANCISCO WASHINGTON, D.C. BRUSSELS

TO (insert name of party being served): GC Services, LP

## NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

**Date of mailing:**

Richard M. Paul III

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

### ACKNOWLEDGMENT OF RECEIPT

**This acknowledges receipt of (to be completed by sender before mailing):**

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other (specify):

**Notice of Case Assignment; ADR Package; and Stipulation to Alternative Dispute Resolution Process**

**(To be completed by recipient):**

Date this form is signed: April 19, 2010

Arthur J. Rooney, GC Services, LP

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)

Auth. J. Roy, Attorney

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

STATE OF CALIFORNIA )  
 )  
 ) SS  
COUNTY OF LOS ANGELES )

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On May 10, 2010, I served the within documents:

**NOTICE OF REMOVAL**  
**[CLASS ACTION FAIRNESS ACTION OF 2005]**

I sent such document from facsimile machine (310) 201-5219 on . I certify that said transmission was completed and that all pages were received and that a report was generated by facsimile machine (310) 201-5219 which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.

- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, addressed as set forth below on the attached Service List.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed Federal Express envelope with postage paid on account and deposited with Federal Express at Los Angeles, California, addressed as set forth below.
- ☐ by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed Overnite Express envelope with postage paid on account and deposited with Overnite Express at Los Angeles, California, addressed as set forth below.
- ☐ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

1 electronically by using the Court's ECF/CM System.

2  
3 I am readily familiar with the firm's practice of collection and processing  
4 correspondence for mailing. Under that practice it would be deposited with the  
5 U.S. Postal Service on that same day with postage thereon fully prepaid in the  
6 ordinary course of business. I am aware that on motion of the party served, service  
is presumed invalid if postal cancellation date or postage meter date is more than  
one day after the date of deposit for mailing in affidavit.

7 I declare that I am employed in the office of a member of the bar of this  
8 court whose direction the service was made.

9 Executed on May 10, 2010, at Los Angeles, California.

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Laura Thixton

**SERVICE LIST**

Jason Lindner, Esq.  
Stueve Siegel Hanson LLP  
550 West "C" St., Ste. 610  
San Diego, CA 92101

*Attorney for Plaintiff BROOKE  
GARDNER, individually and on behalf of a  
class of other similarly situated*

Tel. (619) 400-5822/Fax (619) 400-5832

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ORIGINAL

By Fax

## CIVIL COVER SHEET

JS 44 (Rev. 12/07)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

BROOKE GARDNER, individually, and on behalf of a class of others similarly situated

## DEFENDANTS

GC SERVICES, LP

10 MAY 10 PM 12:31

(b) County of Residence of First Listed Plaintiff ALPINE COUNTY, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant HARRIS COUNTY, TX  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jason Lindner (SBN 211451)  
Steve Siegel Hanson LLP  
550 W. "C" Street, Suite 610  
San Diego, California 92101  
(619) 400-5822

Attorneys (If Known)

Mariana Aguilar (SBN 208726)  
Seyfarth Shaw LLP  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067  
(310) 277-7200

DEPUTY

10 CV U997 IEG

CAB

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☒ Federal Question  
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant

☒ Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State ☒ PTF ☒ DEF ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State

Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State

Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation

☐ 4 ☐ 4

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## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 810 Selective Service	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 850 Securities/Commodities/Exchange	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 890 Other Statutory Actions	
<input type="checkbox"/> 190 Other Contract					<input type="checkbox"/> 891 Agricultural Acts	
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 892 Economic Stabilization Act	
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 893 Environmental Matters	
					<input type="checkbox"/> 894 Energy Allocation Act	
					<input type="checkbox"/> 895 Freedom of Information Act	
					<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	
					<input type="checkbox"/> 950 Constitutionality of State Statutes	

## V. ORIGIN

(Place an "X" in One Box Only)

☐ 1 Original Proceeding

☒ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

Transferred from  
☐ 5 another district (specify)

☐ 6 Multidistrict Litigation

Appeal to District  
☐ 7 Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332 28:1331

Brief description of cause:

Wage and Hour Class Action -- CAFA Removal

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

May 10, 2010

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

13349

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

American LegalNet, Inc.  
www.FormsWorkflow.com

CR

TB 05.10-10



Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS013349  
Cashier ID: mbain  
Transaction Date: 05/10/2010  
Payer Name: NATIONWIDE LEGAL

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CIVIL FILING FEE

For: GARDNER V GC SERVICES  
Case/Party: D-CAS-3-10-CV-000997-001  
Amount: \$350.00

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CHECK

Check/Money Order Num: 122915  
Amt Tendered: \$350.00

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Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

There will be a fee of \$45.00  
charged for any returned check.